

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION

Case No. 5:21-CV-00402-M

UNITED STATES on behalf of and for the
use and benefit of WAYNE J. GRIFFIN
ELECTRIC, INC., and WAYNE J. GRIFFIN
ELECTRIC, INC., a Massachusetts
Corporation,

Plaintiff,

v.

CADDELL CONSTRUCTION CO. (DE),
LLC, a Delaware Limited Liability Company,
TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA, a Connecticut
Corporation, FIDELITY AND DEPOSIT
COMPANY OF MARYLAND, an Illinois
Corporation, and ZURICH AMERICAN
INSURANCE COMPANY

Defendants.

ORDER

This matter comes before the court on Defendant Caddell Construction Co. (DE), LLC's ("Caddell") Motion to Stay Action and Compel Arbitration [DE 14]. Plaintiff's claims against Caddell arise out of contractual obligations subject to a written binding arbitration agreement involving interstate commerce and are, therefore, governed by the Federal Arbitration Act. Caddell asserts that Plaintiff's claims against the other Defendants are payment bond claims that depend on the outcome of the arbitrable contract claims against Defendant Caddell. Since the filing of the motion, the parties have reached an agreement to resolve Plaintiff's claims against Defendant Caddell through binding arbitration.

It appears that the requirements of the Federal Arbitration Act for a stay of this action pursuant to 9 U.S.C. §§ 3 and 4 have been satisfied. Therefore, Caddell's motion is GRANTED, and this action shall be stayed pending the completion of binding arbitration. The parties are directed to submit a status report regarding the arbitration proceedings no later than ninety days from the filing of this order, and every ninety days thereafter until the arbitration proceedings are concluded.

SO ORDERED this 9th day of February, 2022.

A handwritten signature in black ink, reading "Richard E. Myers II". The signature is written in a cursive, flowing style with a large initial "R".

RICHARD E. MYERS II
CHIEF UNITED STATES DISTRICT JUDGE